

EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of November 23, 2010 by and between the BOARD OF TRUSTEES OF THE HUDSON COUNTY COMMUNITY COLLEGE, a corporation of the State of New Jersey, organized pursuant to N.J.S.A. 18A:64A-1, et seq., having its principal office at 70 Sip Avenue, Jersey City, New Jersey (hereinafter referred to as "HCCC") and GLEN GABERT (hereinafter referred to as "President"), is for the term of four (4) years, commencing September 12, 2010 and ending September 11, 2014.

In consideration of the promises and covenants herein the parties hereto agree as follows:

1. HCCC hereby continues to employ the President as the executive officer of HCCC and the President accepts such employment with HCCC subject to the terms and conditions of this Agreement.
2. Except as provided in paragraph 17 herein, this Agreement shall be for a term of four (4) years, and shall commence on September 12, 2010 and end on September 11, 2014. The Board of Trustees may by Resolution, add an additional year or years to the Agreement.
3. The President shall be compensated at the rate of \$194,549.78 for the year beginning September 12, 2010 and ending September 11, 2011. The President shall receive a salary increase of 4.25% for the year commencing September 12, 2011 and ending September 11, 2012. The President shall receive a 2% salary increase for the year September 12, 2012 and ending September 11, 2013. He shall receive a salary increase of 2% for the period commencing September 12, 2013 and ending on September 11, 2014. In no event shall the President's salary, compensation and fringe benefits be less than the current year's salary, compensation and

benefits. The Board of Trustees may, in its discretion, provide the President with a bonus for any year hereof. The providing of any such bonus in any one or more year(s) shall not require the Board of Trustees to provide any bonus in any subsequent year or years. Whether or not to provide such bonus and the amount of such bonus, if any, shall be in the sole and complete discretion of the Board of Trustees.

4. The President shall be provided with a full size automobile for use with respect to the performance of his functions as President of HCCC. The repair and maintenance of such HCCC owned automobile together with reasonable gasoline purchases shall be paid for by HCCC. Other reasonable and necessary HCCC business or travel expenses of the President will be provided if such funds are available in the HCCC budget. All expense vouchers submitted must be reviewed/approved by the Chair of the Board of Trustees or, if unavailable, the Vice Chair.

5. The President shall be eligible to participate in the health and dental insurance benefit plans of HCCC as offered to other employees of HCCC. He shall also be required to contribute 1.5% of the health care costs at the same time as all of the confidential employees of HCCC are required to contribute for health care costs.

6. HCCC agrees to reimburse the President for the cost of an annual physical examination with a stress management component.

7. There shall be provided to the President personal life insurance and disability benefits through TIAA/CREF as are provided to all senior staff employees of HCCC. Payments of any proceeds with respect to such plans as a result of the death of the President shall be to the President's designated beneficiary.

8. There shall be provided to the President TIAA/CREF annual retirement contributions of eight percent (8%) of the President's salary (payable by the State of New Jersey) to a maximum salary of \$141,000.00 and a retirement supplement contribution of ten percent (10%) (paid by the HCCC) plus a Five Thousand Dollars (\$5,000.00) annuity supplement (paid by the HCCC) which shall be continued for the term of the contract. If at any time during the term of this contract any of the contributions toward pension or tax sheltered annuities are determined to be in conflict with tax laws, those contributions shall then be considered as salary earned and all other provisions of the contract shall remain unchanged.

9. All other benefits provided to employees at the HCCC for the Vice President's or Dean level will be provided to the President during the term hereof.

10. The President shall receive a long term care insurance policy with an annual premium not to exceed Two Thousand Dollars (\$2,000.00).

11. The President shall receive five (5) weeks vacation leave.

12. During the term of this Agreement, the President shall not accept payment in any form for providing external consulting without the prior written approval of the Chair of the Board of Trustees.

13. Except where the President is alleged to have breached this Agreement, HCCC will provide and pay for legal counsel to defend the President with respect to litigation brought by any person or persons regarding official conduct of his duties/responsibilities while serving as President of HCCC.

14. The President shall be required to provide a sixty (60) day written Notice of Resignation which shall be provided to the Chair of the Board of Trustees and a copy provided to the other members of the Board of Trustees.

15. (a) General Duties. The President is employed and shall perform the duties as prescribed by the laws of the State of New Jersey. The President shall be the executive officer of HCCC. The President shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed to the President pursuant to the provisions of the New Jersey Statutes Annotated and the New Jersey Administrative Code.

(b) Personnel Matters. The President shall have primary responsibility for all personnel matters including selection, assignment and transfer of employees subject to the approval of the Board of Trustees.

(c) Administrative Functions. The President shall:

(1) Review all policies adopted by the Board of Trustees and make appropriate recommendations to the Board of Trustees;

(2) Conduct annual periodic evaluations of all HCCC employees as provided by Board of Trustee policy;

(3) Identify and advise the Board of Trustees of possible sources of funds that might be available to implement present or contemplated programs;

(4) Maintain and improve his professional competence by all appropriate means;

(5) Build community relations partnerships between HCCC and the community to foster and further develop such relationships;

(6) Serve as liaison between the Board of Trustees and the representative of the Board of Trustees with respect to all employer-employee matters and make recommendations to the Board of Trustees concerning such matters;

(7) Recommend to the Board of Trustees HCCC's goals and objectives for the ensuing school year; and

(8) Unless unavoidably detained, attend all regular, special and closed session meetings of the Board of Trustees.

16. The President shall serve HCCC faithfully and to the best of his ability under the direction of the Board of Trustees. The President shall devote his full employment time, energy and skills to such services, and act in such executive capacity and perform such functions as the Board of Trustees from time to time shall direct. The President shall provide the Board of Trustees with a self-evaluation and goals regarding his position for the ensuing year as of June 1 of each year. The Board of Trustees will thereupon list goals for the ensuing year for the President from those provided by the President and any other goals the Board of Trustees wishes to consider. The performance with respect to such goals by the President will be evaluated by the Board of Trustees on an annual basis and reviewed with the President. Such evaluation of the President by the Board of Trustees shall in no event be conducted later than the date of the regularly scheduled September monthly Board of Trustees meeting.

17. The Board of Trustees may discharge the President during the term of this Agreement for cause. Cause for removal of the President shall mean (a) immoral or disreputable conduct, (b) insubordination, or (c) the failure or refusal to correct a deficiency in the performance of specified duties of his office as required by law after receipt by the President of five (5) days written notification of such deficiency or failure or refusal to correct a deficiency in the performance of specified duties as required by this Agreement after receipt by the President of fifteen (15) days written notice of such performance deficiency. The President shall be entitled to a hearing before the Board of Trustees in which procedure and substantive due process will be observed. The hearing shall be conducted in an executive session. If the President elects to appeal the decision of the Board of Trustees, the President shall be entitled to receive a transcript of the hearing at no charge.

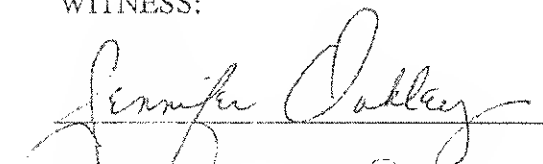
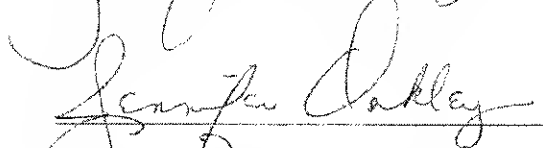
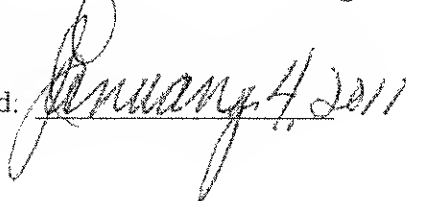
18. This Agreement also shall be terminated under the following events and conditions:

- (a) Upon permanent incapacitating disability, retirement or death of the President. Permanent incapacitating disability as used herein shall mean the President's inability to perform the duties under this Agreement and the inability of the President to be physically present in his office at HCCC for 180 continuous and uninterrupted days (inclusive of all sick leave, vacation leave and personal leave). Termination of this Agreement for permanent incapacitating disability also shall only occur if the President has become qualified for permanent and total disability under New Jersey Laws and Social Security Law;

- (b) By agreement of both parties; or
- (c) By voluntary termination by the President with not less than sixty (60) days written notice; or
- (d) For cause as provided in paragraph 15 above.

19. The terms and conditions of the President's appointment set forth herein may be amended as indicated by mutual agreement of the Board of Trustees and the President. Such modification shall be made by Resolution, duly passed by the Board of Trustees and by a revised Contract. The execution of this contract hereby rescinds/supersedes all previous employment contracts executed by the parties.

WITNESS:




Dated: 

BOARD OF TRUSTEES HUDSON
COUNTY COMMUNITY COLLEGE

By:


WILLIAM NETCHERT, Chair

By:


GLEN GABERT, PRESIDENT